



Aldasoro Ranch Design Review Board

**5th Amended and Restated Design Review Rules and Regulations
of the Aldasoro Ranch Subdivision/PUD**

June 28, 2022

Published by:

Aldasoro Ranch Homeowners Company

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NOTICE AND STATEMENT OF ADOPTION

Effective Date: June 29, 2022

These Amended and Restated Design Review Rules and Regulations of the Aldasoro Ranch Subdivision/PUD (Design Regulations) have been duly adopted by The Aldasoro Ranch Homeowners Company, a Colorado nonprofit corporation (HOC) through its Board of Directors of the Homeowners Company (BOD) and based upon a review and recommendation by Design Review Board (DRB). These Fifth Amended and Restated Design Regulations are intended to amend, restate, and replace all prior versions of the Design Regulations. The Fifth Amended and Restated Design Regulations were reviewed by the DRB at duly noticed meetings held by the BOD on June 29, 2022. The Design Regulations are adopted pursuant to the power, authority and requirements provided for in the Governing Documents including, without limitation, the Declaration, and the Second Amendment to the Declaration the HOC Articles of Incorporation and the HOC Bylaws and in accordance with applicable Colorado law.

In the event of any inconsistency between the terms, conditions, and provisions of these Design Regulations and those contained in the Declaration, the terms, conditions, and provisions of the Declaration shall control. These Design Regulations are intended to amend, restate, and replace all prior versions of the Design Regulations.

These Design Regulations may be amended by the BOD following a review and recommendation by the DRB, in the manner provided for in the Governing Documents. Prior to amending the Design Regulations, the BOD shall circulate the proposed modification to the Owners for review and an opportunity to provide written comments. The approval of Owners to amend the Design Regulations is not required.

The undersigned President of the BOD affirms that the foregoing Design Regulations were approved by the requisite number of members of the BOD and that it is a valid and continuing regulation of the HOC until it is revoked or amended.

**ALDASORO RANCH HOMEOWNERS COMPANY,
A COLORADO NONPROFIT CORPORATION**

Board of Directors

By: *Robert McMahon* Date: Aug 1, 2022
Robert McMahon (Aug 1, 2022 10:50 MDT)

Printed Name: Robert McMahon

Title: President

Design Review Board

By: *Jacob McTigue* Date: Aug 1, 2022
Jacob McTigue (Aug 1, 2022 12:53 EDT)

Printed Name: Jake McTigue

Title: Chairman



BACKGROUND

The Aldasoro Ranch PUD/Subdivision (Community) has been thoughtfully planned as a residential neighborhood, set within the panoramic San Juan Mountains of the Telluride region.

San Miguel County granted certain land use approvals allowing for the use and development of the Community (County Approvals), which are reflected in certain plats, agreements and other documents which have been recorded in the County Public Records (County Approval Documents). Development is further subjected to applicable provisions of the County Land Use Code and County Building Code (County Law).

The Community consists of residential Lots each separately owned by a Lot Owner and certain Common Areas including Open Space Parcels and roads, water system, and other infrastructure, owned, operated, managed, and maintained by the HOC as provided in the Governing Documents. All Owners are automatically members of the HOC, a not-for-profit corporation. Each Lot includes a prescribed Designated Building Site as defined in the Building Site Boundary Covenants as amended from time-to-time. Improvements are required to be located within the Building Site Boundary.

These Amended and Restated Design Review Rules and Regulations of the Aldasoro Ranch Subdivision/PUD are part of the Governing Documents. The HOC was formed to administer the affairs of the Community under the guidance of the Governing Documents and the County Approvals.

The Governing Documents consist of the following documents all as may be amended, supplemented, terminated, or replaced from time-to-time (for specific document references see *Appendix A*):

General Declaration for the Aldasoro Ranch, as amended and supplemented (Declaration)

The Aldasoro Ranch Planned Unit Development (PUD), including the recorded plats and related County resolutions:

- Building Site Boundary Covenants

- Building Height Covenants

- The Articles of Incorporation and the Bylaws for the HOC, as amended from time-to-time

- The Aldasoro Ranch Policies and Procedures

- The Aldasoro Ranch Water Operations Rules and Regulations

- Any other HOC adopted policies, rules, and regulations

- These Design Regulations



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DEFINITIONS

The following definitions are only to clarify terminology within these Design Regulations, with the controlling provisions and definitions listed in the Governing Documents prevailing in the event of a conflict.

Accepted Request. An APO's (Adjacent Property Owner) acceptance of an Applicant's request for BSE/BSR/BHI (Building Site Expansion/Building Site Relocation/Building Height Increase).

Accessory Dwelling Unit (ADU). An Accessory Dwelling Unit is specifically defined in the County Land Use Code. One (1) ADU shall be allowed per Lot with a maximum 800 sf of interior floor area. The ADU shall be attached to and fully integrated with the Dwelling Unit.

Accessory Structure. A structure that is detached from the Dwelling Unit, typically consisting of a garage or storage facility.

Adjacent Property Owner (APO). The Owner of a Lot whose Lot shares a common property line with the Applicant's Lot or is immediately adjacent to the Applicant's Lot separated only by a Community road right-of-way.

Applicant. An Owner or Contract Purchaser who submits an Application for approval of Lot Improvements.

Application. The request of an Applicant for approval to make Improvements on a Lot. Application types:

Sketch Plan Review

Final Plan Review

Certificate of Approval Major/Minor Amendment

Building Site Relocation (BSR)

Building Site Enlargement (BSE)

Building Height Increase on a Height Limited Lot (BHI)

Approvals. The types of approvals relating to Applications for Lot Improvements:

Sketch Plan Approval. DRB approval of the Sketch Plan Review Application.

Certificate of Approval. DRB approval of the Final Plan Application.

Certificate of Approval Amendment. The DRB approval of a Certificate of Approval Amendment. The HOC shall determine if an Amendment Application is major or minor.

Certificate of Approval Major Amendment (Major Amendment). A major modification to a Certificate of Approval that significantly increases the scale and mass of the home, any increases in building height, or significant landscape changes, or other site Improvements. An addition that increases the floor area of the existing Dwelling Unit, ADU and/or Accessory Structure by 25% or more.



Certificate of Approval Minor Amendment (Minor Amendment). A minor modification to a Certificate of Approval that changes the exterior design of an Improvement. An addition that increases the floor area of the existing Dwelling Unit, ADU and/or Accessory Structure by less than 25%. This includes minor landscape changes, re-roofing, and solar panel projects. A Minor Amendment may be approved by a DRB Chair Action.

Permit Set Approval. The HOC approval and stamping of the building permit plans pursuant to paragraph 3.3 of the Aldasoro Ranch PUD Agreement.

Certificate of Compliance. A certificate issued by the HOC when completed Improvements conform to the corresponding Certificate of Approval and these Design Regulations. Pursuant to paragraph 3.3 of the Aldasoro Ranch PUD Agreement, a Certificate of Compliance must be obtained prior to any Application for Final Certificate of Occupancy from the San Miguel County Building Department.

BOD. Board of Directors of the Homeowner’s Company.

Building Height Covenant. The height restriction covenants of record. *See Appendix A.*

Building Height Covenant Amendment. A revised Building Height Covenant reflecting an approved BHI which shall be executed by the BOD and the Applicant, and recorded with the San Miguel County.

Building Height and Site Variances. The Building Height Covenant and the Building Site Boundary Covenant state that the DRB may grant the following variances:

Building Height Increase for a Height Limitation Lot (BHI)

Building Site Enlargement (BSE)

Building Site Relocation (BSR)

Building Site Arbitration Process. *See Section 7.7.8.*

Building Site Boundary (BSB). The designated boundaries for building site Improvements upon each Lot as set forth in the Building Site Covenants. (*See Appendix A.*) Improvements, including but not limited to excavations, buildings, decks, patios, roof overhangs, play areas, swimming pools, tennis courts, and enclosed parking areas may not be located or constructed on the lot outside of the corresponding Building Site Boundary. It is anticipated that only driveways, underground utilities, limited surface parking and landscaping will be allowed outside of the Building Site Boundary placed on a Lot.

Building Site Boundary Covenant Amendment. A revised Building Site Boundary Covenant reflecting an approved BSE/R which shall be executed by the BOD and the Applicant and recorded with the San Miguel County.

Certificate of Approval. *See Approvals.*

Certificate of Approval Amendment. *See Approvals.*

Certificate of Compliance. *See Approvals.*

Checklists. The Checklists provide the submittal and staking requirements for the various types of Applications. Checklist types:



Sketch/Final Plan Checklist

BHI Checklist

BSE Checklist

BSR Checklist

Certificate of Approval Major Plan Amendment Checklist

Community. The Aldasoro Ranch PUD/Subdivision.

Concept Plan. The schematic development phase of the project considering the structures, landscaping, and site development.

Construction Schedule. A construction schedule for the Improvements. The schedule shall describe the expected commencement date of the following milestones:

Grading and excavation

Installation and extension of utilities

Foundation, Stem Walls & Pad Survey

Framing Inspection

Tops of Parapets and Roof Structures Survey

Mechanical, plumbing, and electrical rough inspections

Interior finishes

Exterior finishes

Landscaping and hardscaping

Utility As-Builts Documentation

Improvements Location Certificates (ILC)

HOC Certificate of Compliance

San Miguel County Certificate of Occupancy

Other dates and events requested by the HOC

Contract Purchaser. A party who has placed a Lot under contract for purchase and has obtained the written consent of the Owner to submit an Application.

Contract Purchaser Cost Reimbursement Agreement. An agreement that states that the Applicant agrees to pay all Reimbursable Expenses. If the Applicant is a Contract Purchaser of a Lot, the Owner of the Lot must agree to be jointly and severally liable to the HOC for the full and timely repayment of any and all Reimbursable Expenses, regardless of whether the Lot sells, and the approvals are pursued.

Cost Reimbursement Agreement. An agreement that states that the Applicant agrees to pay all Reimbursable Expenses.

County Approvals/County Approval Documents. San Miguel County granted certain land use approvals allowing for the use and development of the Community which are reflected in certain plats,



agreements and other documents which have been recorded in the County Public Records.

County Law. The Community is subjected to applicable provisions of the San Miguel County Land Use Code and County Building Code.

Declaration. General Declaration for the Aldasoro Ranch, as amended and supplemented.

Design Regulations. These Amended and Restated Design Review Rules and Regulations of the Aldasoro Ranch Subdivision/PUD.

Designated Building Site Boundary. See *Building Site Boundary*.

Director. Elected member of the BOD.

DRB. Design Review Board.

DRB Chair Action. The DRB has delegated to the DRB Chair the decision-making authority on Certificate of Approval Minor Amendment Applications. The DRB Chair Action shall be ratified by the full DRB at the next available DRB meeting.

Dwelling Unit. A structure including one (1) or more habitable rooms arranged, occupied, or intended to be occupied by not more than one (1) family with facilities for living, sleeping, cooking, and eating. An ADU is part of the Dwelling Unit.

Final Action. The DRB action taken upon the Final Review of an Application, including a Certificate of Approval, Certificate of Approval Major/Minor Amendment, and BHI/BSE/BSR. A Final Action shall consist of a motion to approve (with or without conditions) or deny an application. An action to continue an Application is not deemed to be a Final Action.

Final Plan. The construction drawings phase of the project considering all Sketch Plan approval conditions and finalizing the plans for Improvements.

Floor Area: The sum of all areas within the exterior walls of a building or portion thereof, measured from the exterior faces of the exterior walls, excluding the area within garages, attics, or crawl spaces. Stairways within a Dwelling Unit shall be counted only on every other level.

Foundation, Stem Walls & Pad Survey. A survey performed to confirm that the poured and cured foundation, stem walls, and pad comply with the Certificate of Approval. This independent survey shall be conducted and certified by a Colorado licensed surveyor

Framing Inspection. An inspection performed by the HOC to confirm that the framed walls and roofs of the Improvements comply with the Certificate of Approval.

HOC. The Aldasoro Ranch Homeowner's Company.

General Easement. The 16' General Easement that has been reserved by the HOC, depicted and described on the Plats.

Governing Documents. The governing documents for the Aldasoro Ranch Subdivision/PUD which govern the Community.

Grade.

Finished Grade. The final elevation of the ground surface material adjacent to the building.



Natural Grade. The natural and undisturbed grade of the corresponding point on the ground located directly below each point on the Dwelling Unit and Accessory Structure.

Improvements. Improvements, including but not limited to excavations, buildings, decks, patios, roof overhangs, play areas, swimming pools, tennis courts, and enclosed parking areas may not be located or constructed on the lot outside of the corresponding Building Site Boundary. It is anticipated that only driveways, underground utilities, limited surface parking and landscaping will be allowed outside of the Building Site Boundary placed on a Lot.

Improvements Location Certificate (ILC). Drawing of a parcel of real property prepared and certified by a Colorado licensed surveyor showing the location of Improvements and easements within, upon, along, over, under, and across the property and includes encroachments onto the property by Improvements associated with the use of adjoining properties.

Landscape Plan. A plan for the irrigation and planting or removal of any vegetation before, during or after construction of Improvements.

Limited Design Exception. The request for an exception to a standard, guideline, or rule of these Design Regulations. A Limited Design Exception request will be considered by the DRB in the context of the Sketch and Final Plan Applications.

Lot. A platted Lot in the Community.

Border / Wildlife Habitat Lot. A Lot that is subject to certain restrictions on the location, enlargement, and/or movement of a designated building site envelope, as designated on the Plats and in accordance with the Governing Documents, and in particular, without limitation, Section 7.31 of the General Declaration and Section 11.1.7.1 of the Aldasoro Ranch PUD Agreement (Recorded on January 11, 2011, in Reception No. 416227) *See Appendix B for a list of the Border Lots.*

Height Limitation Lot. A Lot that is subject to certain designated building height restrictions pursuant to the Building Height Covenant. *See Appendix B for a list of the Height Limitation Lots.*

Turn-Out-Lot. A Lot that is subject to certain designated restrictions requiring turnaround areas for emergency and other large vehicles as designated on the Plats and as per the Governing Documents. *See Appendix B for a list of Turn-Out Lots.*

Wetland Buffer Lot. A Lot that is subject to the San Miguel County's 100' Wetland Buffer Zone. *See Appendix B for a list of the Wetland Buffer Lots.*

Narrative. A written summary of the concepts, features and parameters incorporated in an Application to meet the Design Regulations. The Narrative shall include any requests for a Limited Design Exception.

Noticed Owner. An Owner located within 400' of the boundaries of a Lot upon which an Application has been submitted.

Open Space Parcels. Community Common Areas.

Opposed Request. An APO opposes an Applicant's requested BSE/BSR/BHI.

Owner. Owner shall mean the person or persons, entity or entities, who own of record, according to



the real property records of San Miguel County, Colorado, fee simple title to a Site.

Paving, Landscape, Improvement Completion, and Clean Up Agreement A cash deposit or letter of credit held in escrow and administered by the HOC covering the paving, landscaping and clean-up deposits, and the corresponding agreement executed between the Applicant and the HOC.

Clean-Up Collateral. The Clean-Up Deposit is a set fee determined by the current Fee Schedule.

Landscape Collateral. Based upon a cost plus a 15% contingency supported by written bid from a landscape contractor.

Paving Collateral. Based upon a cost plus a 15% contingency supported by written bid from a paving contractor.

Improvement Completion Guarantee. Two percent (2%) of the estimated cost of construction of the Improvements as provided on the San Miguel County building permit.

Permit Set Approval. *See Approvals.*

Planning Meeting. A work session with the Applicant, the Applicant's design team, and HOC to familiarize the Applicant's team with the Design Regulations and Design Review process.

Pre-Construction Meeting. On-site meeting with the HOC and the general contractor before breaking ground.

PUD. The Aldasoro Ranch Planned Unit Development, including the recorded plats and related County resolutions as amended and supplemented from time-to-time.

Record Date. The date the DRB takes an action on an Application.

Reimbursable Expenses. All fees, costs and expenses incurred by the HOC for such work, advice or other assistance shall be deemed to be Reimbursable Expenses. Reimbursable Expenses are deemed to be "charges for Functions" as provided for in the Declaration and shall be promptly reimbursed by the Applicant to the HOC. The HOC may retain experts (architects, engineers, surveyors, attorneys and others) to assist in its review and action on an Application.

Site. Each parcel of real property, together with all Improvements thereon, within the Aldasoro Ranch the fee simple interest of which may be conveyed in its entirety to a third party without violating the subdivision regulations of San Miguel County, Colorado, as in effect from time-to-time.

Notwithstanding the foregoing, a parcel of property owned in its entirety by the HOC shall not be considered a Site. A Site may not be further subdivided or condominiumized and it may only be used for the construction of one (1) Dwelling Unit and, subject to the limitation in paragraph 7.30 of the Declaration, if authorized by the zoning, subdivision and building codes of San Miguel County.

Site Visual Aids. Staking/flagging/story poles that shall be erected for the Site Walk for the following applications: Sketch Plan, Building Site Relocation, Building Site Enlargement, and Building Height Increase for a Height Limited Lot.

Site Walk. *See Site Visual Aids.*

Sketch Plan. The design development phase of the project considering site conditions, building floor plans and elevations, roof design, architectural character/expression, mass and scale, and exterior materials.



Sketch Plan Approval. See *Approvals*.

Tops of Parapets and Roof Structures Survey. Confirmation that all tops of parapets and roof structures (including chimneys) comply with the height, elevations and locations provided in the Certificate of Approval. This independent survey shall be conducted and certified by a Colorado licensed surveyor.

Utility As-Builts. The location of underground utilities as actually installed. This shall be prepared by the general contractor.

Website. The HOC website. www.aldasororanch.net.



SECTION 1 ROLE OF THE DESIGN REVIEW BOARD

The HOC is responsible for the administration and enforcement of all covenants and restrictions set forth in the Governing Documents, acting through its BOD and through the DRB. The members of the DRB are appointed by the BOD.

The DRB is established to review and approve, approve with conditions, or deny all proposed Improvements upon Lots within the Community, subject to appeal review by the BOD. The DRB conducts its review in accordance with the Governing Documents, for the general purpose of preserving, protecting, and enhancing the natural beauty, harmonious design, and desirable environment of property in the Community. These Design Regulations will be administered by the DRB in its review of those Applications which are agendized for DRB action.

These Design Regulations are adopted to:

Further the design goals and philosophy for the Community set forth in the Governing Documents,

Establish a process for preparing, submitting, and reviewing Applications for proposed Lot Improvements, and

Ensure compliance with the Building Site Covenants, the Building Height Covenants, the Turn Out Lot requirements, the Border/Wildlife Lot requirements, Wetland Buffer Lot requirements, and other requirements of the Governing Documents relating to design and construction of Lot Improvements.

Subject to the Governing Documents and applicable Colorado law, the DRB will monitor and ensure compliance with these Design Regulations and approvals granted by the DRB.

The DRB will from time-to-time recommend to the BOD changes to these Design Regulations.



SECTION 2 THE ALDASORO RANCH DESIGN THEME

Diverse mountain architecture blending with the landscape.

This theme will be upheld by the following guidelines:

- Low scale building massing that steps with the existing topography
- Buildings constructed with materials to withstand the high alpine environment
- Limit visual impact on the landscape from both within and outside the development
- Minimize disturbance of the natural environment
- Protection of the night sky
- Diversity of architecture and architectural interest



SECTION 3 GENERAL REGULATIONS & DRB POLICIES

3.1 Governing Regulations.

All Improvements must conform to and comply with the Design Regulations as determined by the DRB, County Law and all other applicable laws and regulations. Compliance with these Design Regulations does not alone mean that the proposed Improvements complies with all such County Law and other laws and regulations. An Applicant is responsible for determining and securing compliance with all such other laws and regulations. In the event of any conflict in the Governing Documents, these Design Regulations or applicable County, State or Federal laws and regulations, the most stringent and restrictive provision shall apply. The Design Regulations in effect at the time of the Applicant's Planning Meeting shall govern the DRB's review and decision; however, if the Design Regulations become less restrictive while the Application is pending the DRB may, upon the Applicant's request, apply the newer, less restrictive standard to the Application.

3.2 No Waiver by DRB.

The DRB approval of any drawings, specifications, or work done or proposed shall not constitute a waiver of any applicable standard, guideline, or rule, and shall not preclude the DRB from denying approval of a non-compliant design or work. An Applicant is not relieved of the obligation to comply with these Design Regulations and all other applicable rules, regulations, and laws simply because the DRB overlooked or was not aware of a non-compliant element or feature during the review, construction, or inspection processes. Similarly, DRB approval of a drawing, specification, or work on one Lot shall not constitute a waiver of any applicable standard, guideline, or rule, and shall not preclude the DRB from denying approval of any similar drawing, specification, or work for a different Lot or in any other circumstance. Any decision or action by the DRB on a particular Application shall not establish any precedent for the DRB's review of other Applications. Each Application reviewed by the DRB shall be evaluated and considered on its own merits in accordance with these Design Regulations and other applicable covenants, rules, and regulations.

3.3 Recusal of Directors or DRB Members in DRB Related Decisions.

A conflict of interest shall exist in the event that a Director or a member of the DRB, would be part of the review of an Application which involves: (a) property that is owned by the Director or DRB Member or their immediate family (i.e., husband/wife, parents, children, siblings); (b) property owned by a person or an entity to whom the Director or DRB Member has a business relationship; (c) instances where the Director or DRB Member received notice of the pending Application; and (d) instances where a DRB Member has acted on the Application while on the DRB, the matter is appealed to or otherwise being reviewed by the BOD, and the former DRB Member is currently a Director. Directors and DRB Members shall recuse themselves and not participate in the discussion of or voting on an Application for which the Director or DRB member has a conflict of interest. The minutes of the meeting shall reflect the disclosures and recusals made, the composition of the quorum, and record who voted for and against.



3.4 Delegation.

The HOC hereby delegates to the DRB Chair the decision-making authority on a Certificate of Approval Minor Amendment Applications (DRB Chair Action). The DRB Chair Action shall be ratified by the full DRB at the next available DRB meeting. This delegation may, at any time, be rescinded in whole or in part, but rescission shall have no effect on actions taken made prior to the rescission of authority.

3.5 Building Height and Building Site Variances.

The DRB may approve a request for a BHI/BSE/BSR.

3.6 Limited Design Exception.

- 3.6.1 The DRB may approve a request for an exception to a standard, guideline, or rule of these Design Regulations as a Limited Design Exception if the DRB determines that the Limited Design Exception (a) will not materially compromise the design goals and objectives of these Design Regulations, and (b) will not materially increase visual impacts on neighboring Lots or the Community.
- 3.6.2 No more than two (2) Limited Design Exceptions shall be approved on any Application.
- 3.6.3 A Limited Design Exception shall be valid only to the specific Application for which it was approved. Approved Limited Design Exceptions do not constitute a precedent.
- 3.6.4 The following matters shall not be the subject of a Limited Design Exception request:
 - Increase the 35% fenestration glass area.
 - Decrease the 35% minimum stone coverage.
 - Use of exterior volcanic rock, river rock, or unit masonry.
 - 5” window and door recess in stone.
 - Exterior colors other than those that blend in with the surrounding landscape.
 - Minimum size of a Dwelling Unit.
 - Maximum size of an ADU.
 - More than one (1) Accessory Structure per Lot.
 - Requirement that an ADU be integrated into the Dwelling Unit.
 - All parking requirements.
 - Requirement that exterior lighting shall shield its direct source from view and shall have no up lighting.
 - Exterior lighting in locations other than exterior doors and walkways within 15’ of the Dwelling Unit, ADU, or Accessory Structure. (Lighting on address monuments shall be allowed and does not require an Exception.)
 - Address monument design requirements.



3.7 Limited Purpose of DRB Review.

The DRB reviews proposed Improvements only to ensure compliance with the HOC’s Governing Documents and to promote the design goals and objectives of the Community and these Design Regulations. The DRB does not, by reviewing or taking action on an Application, make any warranty or representation to anyone as to the sufficiency or adequacy of the design or construction of any proposed Improvement and is not responsible therefore.

3.8 Applicant’s Professional Design Team.

The Applicant’s professional design team will consist of architects, engineers, contactors and other design/construction professionals with the appropriate licenses and experience to ensure that the proposed Improvements comply with applicable governmental codes and regulations and are otherwise safe, appropriate, and suitable for Applicant’s intended use. The team shall include the following:

Colorado licensed/registered architect(s) will prepare the required design and construction plans, drawings, and specifications for all proposed Improvements. A Limited Design Exception to this requirement may be approved by the DRB if it determines that the Applicant and/or its design team has sufficient professional background and experience to prepare required submittal materials accurately and in a professional manner. The Exception may be revoked by the DRB if the submittals are not prepared in a professional or accurate manner.

Colorado Licensed/Registered engineers shall prepare, certify and stamp necessary and appropriate plans, reports, and studies for all proposed Improvements, including soils, geologic hazard, geotechnical, structural, and other reports and studies.

Colorado Licensed surveyor shall prepare and certify all survey information required by the HOC.

3.9 Inspections & Independent Certifications.

The Applicant shall provide to the HOC confirmation at various stages of construction that all Improvements are being constructed in accordance with the Certificate of Approval. If deviations are discovered, the HOC has the authority to suspend work on the Improvements until they are corrected, and such correction is confirmed.

3.10 Non-Conformities.

At the HOC’s discretion, a Certificate of Approval Major/Minor Amendment Application may require the Applicant to bring existing non-conforming design elements into compliance with these Design Regulations. Re-roofing and solar energy projects shall not be evaluated for existing non-conformities.

3.11 Applicant Responsibility.

The Applicant shall be held responsible for the conduct of their agents, representatives, contractors, and sub-contractors while on the premises of the Community.

3.12 Construction Schedule Compliance.

The owner shall cause the work authorized by the Certificate of Approval and Certificate of Approval Major Amendment to be diligently completed once initiated. The Improvements shall



be completed within twenty-four (24) months from the issuance of the San Miguel County Building Permit. Completion of the Improvements shall mean and refer to completion of all exterior Improvements and shall not refer to or mean completion of the interior of the Improvements. Upon the written request of the Owner, the HOC may allow a Construction Schedule extension (see *Section 3.16 Paving, Landscape, Improvement Completion and Clean Up Agreement*).

A Construction Schedule for Certificate of Approval Minor Amendment shall be required at the HOC's discretion.

3.13 Fees.

At the time of the Planning Meeting the Applicant will be given the current Fee Schedule that has been adopted by the BOD. This schedule changes from time-to-time and the applicable fee shall be the current fee at the time the fee is due. (See current *Fee Schedule*.)

3.14 Cost Reimbursement Agreement.

At the time of the Planning Meeting the Applicant shall be required to execute the Cost Reimbursement Agreement which states that the Applicant agrees to pay all Reimbursable Expenses. The Reimbursable Expenses shall be due within fifteen (15) days of the HOC sending a statement to the Applicant. The HOC may assess a lien against the Lot for any unpaid Reimbursable Expenses.

3.15 Contract Purchaser Cost Reimbursement Agreement.

If the Applicant is a Contract Purchaser of a Lot, the Owner of the Lot must consent to the submission of the Applications being presented to the HOC and must agree to be jointly and severally liable to the HOC for the full and timely repayment of any and all Reimbursable Expenses, regardless of whether the Lot sells, and the approvals are pursued. At the time of the Planning Meeting the Owner and the Contract Purchaser shall be required to execute and deliver the Contract Purchaser Cost Reimbursement Agreement.

3.16 Paving, Landscape, Improvement Completion and Clean Up Agreement.

Prior to receiving Permit Set Approval the Applicant shall execute the Paving, Landscape, Improvement Completion and Clean-Up Agreement and pay the appropriate collateral. The HOC shall determine when this agreement is necessary. The HOC may consider cash or a letter of credit for the collateral.

The collateral shall be administered as follows:

The collateral shall be placed in an account in the name of the HOC, which shall be controlled solely by the HOC

No countersignature by the Applicant will be required for the HOC to draw on funds held in the account at such time that a default has occurred and notice of default has been provided

The collateral shall be refunded as the HOC determines that the work has been completed per the Certificate of Approval



The collateral consists of:

Paving Collateral. Based on a cost plus a 15% contingency supported by written bid from a paving contractor. If the paving is not complete on the designated date, then the HOC is authorized to cause the paving to be completed and paid for with the Paving Collateral.

Landscape Collateral. Based on a cost plus a 15% contingency supported by written bid from a contractor. If the Landscape Plan is not fully executed by the designated date, then the HOC is authorized to cause the Landscape Plan to be completed and paid for with the Landscape Collateral.

Improvement Completion Guarantee. Two percent (2%) of the estimated cost of construction of the Improvements as provided on the San Miguel County Building Permit. If the construction of exterior Improvements are not completed within 24 months of issuance of San Miguel County Building Permit, subject to any extensions approved by the HOC, the Owner shall, within five (5) days of the completion deadline, post additional guarantee funds in the amount of one percent (1%) of the of the estimated cost of construction of the improvements as provided on the San Miguel County building permit, and shall do so every year thereafter until Improvements are completed (“Additional Completion Collateral”). -

Clean-Up Deposit. A set fee determined by the current Fee Schedule.

Return of Collateral. If HOC finds that the completed Improvements comply with the Certificate of Approval and the Design Regulations, the collateral will be returned.

3.17 DRB Agendas.

The HOC shall email DRB meeting agendas to all Owners in the subdivision in advance of the DRB meeting.

3.18 Website Posting.

The Applicant consents to the posting of all Application materials on the Website.



SECTION 4 ARCHITECTURAL STANDARDS

4.1 Building Form, Massing and Architectural Expression.

The architecture within the Community shall promote design appropriate to the mountain environment. The building massing shall be low profile with horizontal forms dominant. Understated vertical building forms will be permitted as a solution to site constraints. All forms of the Dwelling Unit shall be attached by means of fully enclosed heated space.

4.2 Minimum Dwelling Unit Size.

Dwelling Units shall have a minimum of 1,800 sf interior of livable area plus a fully enclosed garage with parking for a minimum of two (2) cars. A Limited Design Exception shall not be requested for these requirements.

4.3 Roof Design.

4.3.1 The roof shall reflect the topography of the underlying site and be composed of multiple forms.

4.3.2 Roof material shall have a maximum Solar Reflectivity Index (SRI) of 30, shall be a matte finish, and the color shall blend with the natural colors of the surroundings. A Limited Design Exception may only be requested for a greater SRI or low-gloss finish if the Improvements will be LEED certified.

4.3.3 All roofing materials shall be non-flammable and withstand alpine conditions.

4.3.4 No more than two (2) types of roofing materials shall be used on an Improvement.

4.3.5 Approved Roofing Materials

- A. Metal: bonderized, zinc, matte paint, rusted, and patinaed. Rusted or patinaed shall be treated to the approved color within seven (7) days of being installed. Profiles: corrugated 22-gauge minimum, standing seam 24-gauge minimum
- B. Simulated wood shake
- C. Unglazed slate tile with a flat profile
- D. Synthetic roofing materials shall be color throughout (not surface applied) and of high-quality design

4.4 Exterior Walls.

The exterior wall materials shall convey a strong natural image with colors that blend with the surrounding landscape. Wood is typically the primary exterior material. A strong sense of mass will be established by requiring stone as a dominant element. The strong sense of mass is enhanced by creating deep recesses for all doors and windows located in stone walls. The DRB will consider metal, board formed concrete, and other accent materials.

4.4.1 Stone.

A Limited Design Exception shall not be requested for these stone standards.



- A. Stone is required at a minimum of 35% of the gross exterior wall surface area, including doors and windows. Only stone attached to the Dwelling Unit, Accessory Dwelling Unit, or Accessory Structure and retaining walls attached to those structures shall count toward the 35% requirement.
- B. All retaining walls connecting to the Dwelling Unit, Accessory Dwelling Unit, or Accessory Structure shall be faced with the same stone as the Dwelling Unit.
- C. All doors and windows located in stone walls shall have a minimum of a 5" recessed return.
- D. Volcanic rock, river rock, and unit masonry shall not be allowed.

4.5 Chimneys, Flues, and Vents.

- 4.5.1 All fireplace and gas heating stove flues shall enclosed with a chimney cap and not left as exposed metal or clay flues.
- 4.5.2 Chimneys may penetrate the Maximum Building Height (35') by 5'.
- 4.5.3 Ventilation and exhaust vents and flues should be consolidated into vent enclosures wherever possible, concealed from public view, and blend with the overall design. Exposed PVC pipe vents and flues will not be permitted.

4.6 Fenestration.

- 4.6.1 Windows and glass doors should be simple in shape, arrangement, and detail.
- 4.6.2 The maximum window and glass door area shall be no greater than 35% of the total combined facade of the Dwelling Unit, Accessory Dwelling Unit, and Accessory Structure. A Limited Design Exception shall not be requested for this requirement.
- 4.6.3 Window openings, window areas, and trim shall be consistent in proportion and scale with the associated wall and overall home design.
- 4.6.4 Window coverings shall be placed to prevent excessive light trespass and to protect the night sky. The coverings shall be at minimum 97% light filtering.

4.7 Lighting.

A Limited Design Exception shall not be requested for these lighting standards.

- 4.7.1 **Interior Lighting.** Use of recessed lighting, indirect lighting, and warm color temperature lighting are encouraged to prevent excessive light trespass.
- 4.7.2 **Exterior Lighting.** Exterior lighting shall be kept to an absolute minimum.
 - A. All exterior lights shall be located within 15' of the exterior of a Dwelling Unit, Accessory Dwelling Unit, or Accessory Structure except address monuments that may have address numbers with low level lighting.
 - B. All fixtures shall be International Dark Sky Association compliant. Light sources are required to be fully shielded to minimize glare while reducing light trespass and skyglow. (<https://www.darksky.org/>)



- C. Light sources shall be warm white light (Color Correlated Temperature of 2700K or 3000K) that accurately renders true color (Color Rendering Index 80 or higher).
- D. Motion sensing fixtures with a timer may be permitted in limited locations if the light source is fully shielded and does not adversely affect surrounding Lots.
- E. High output sources are prohibited: metal halide, fluorescent, high pressure sodium, low pressure sodium, and mercury vapor.
- F. Wall mounted fixtures or ceiling mounted pendants shall have a maximum source/lamp output of 600 lumens or less.
- G. Recessed fixtures shall have a maximum output of 1000 lumens or less (delivered).
- H. Linear LED lighting shall have a maximum output of 300 lumens/foot or less.

4.8 Accessory Structures.

A Limited Design Exception shall not be requested for the following requirements.

- 4.8.1 A BHI shall not be requested for an Accessory Structure.
- 4.8.2 Only one (1) Accessory Structure shall be allowed on a Lot.
- 4.8.3 The Accessory Structure shall not include kitchen and/or bath facilities.
- 4.8.4 The Accessory Structure shall be visibly connected to the Dwelling Unit with a common/connected roof or other such design element.
- 4.8.5 The Accessory Structure shall follow the design of and be subordinate in size to the Dwelling Unit. The Dwelling Unit shall be the dominate architectural element on a Lot.
- 4.8.6 The Accessory Structure shall be constructed on a substantial foundation.

4.9 Accessory Dwelling Units (ADU).

One (1) ADU shall be allowed per Lot with a maximum 800 sf of interior floor area. The ADU shall be attached to and fully integrated with the Dwelling Unit. A Limited Design Exception shall not be requested for these ADU requirements.



SECTION 5 SITE PLANNING STANDARDS

5.1 Building Site Boundary (BSB).

All Lots in the Aldasoro Ranch have a designated BSB. Improvements, including but not limited to excavations, buildings, decks, patios, roof overhangs, play areas, swimming pools, tennis courts, and enclosed parking areas may not be located or constructed on the Lot outside of the corresponding BSB. It is anticipated that only driveways, underground utilities, limited surface parking and landscaping will be allowed outside of the BSB (see *Building Site Boundary Covenant*).

5.1.1 The Community was designed in such a manner that utilities and driveways, connect at a street therefore it is expressly permitted for utilities, driveways, and Improvements necessary to facilitate driveways to be constructed in part outside the Lot's BSB.

5.1.2 A Lot may be developed and used for the construction of one (1) Dwelling Unit including, at a minimum, a two (2) car garage, with an Accessory Dwelling Unit, and an Accessory Structure. A Lot shall not be further subdivided, condominiumized or fractionalized.

5.2 Building Height.

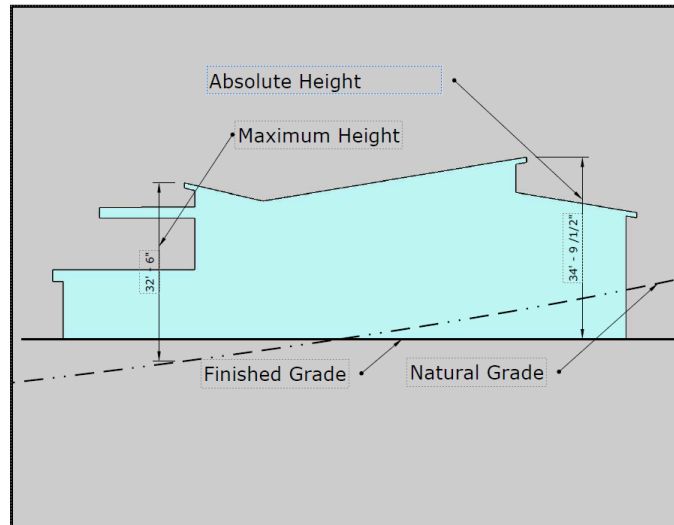
Improvements must comply with each of the following height restrictions, requirements, and calculations.

5.2.1 **Absolute Height Limit.** The Absolute Height shall be the maximum possible distance adjacent to a building at right angles from the natural undisturbed ground slope and natural grade to the highest point of a structure. The Absolute Height shall apply to Lots as follows:

For Lots that are not subject to the Building Height Covenant, no Improvements of any nature shall exceed an absolute height of 35' above the natural and undisturbed grade of the corresponding point on the ground located directly below each point on the Dwelling Unit and Accessory Structure, which may be extended by up to 5' above the absolute height for chimneys, flues, vents, lightning rods or similar structures.

For Height Limitation Lots that are subject to the Building Height Covenant, no Improvements of any nature shall exceed an absolute height of 25' above the natural and undisturbed grade of the corresponding point on the ground located directly below each point on the Dwelling Unit and Accessory Structure, which may be extended by up to 5' above the absolute height for chimneys, flues, vents, lightning rods or similar structures. (See *Building Height Covenant*.)

5.2.2 **Maximum Visible Height.** No Improvements on Lots shall exceed 35' in absolute height from the lowest visible point of a structure to the highest visible point of the structure except for a 5' allotment for chimneys, flues, vents, lightning rods, or similar structures.



5.3 **Location of Improvements.**

The location of Improvements shall evaluate and consider access, views, privacy, and solar exposures. Design solutions shall be site specific, organizing the Improvements in a way that relates to the terrain and functional constraints of the site.

5.4 **Grading.**

Grading shall be designed to blend into the natural landscape. Cuts and fills should be feathered into the existing terrain within the Lot. The DRB recommends that retaining walls be constructed on slopes greater than 2:1.

5.5 **Drainage.**

Drainage patterns within the site may be modified, but the modification must be consistent with the Master Roadway and Drainage Map. Runoff from impervious surfaces, such as roofs and pavement areas, shall be directed to natural or improved drainage channels or dispersed into shallow sloping vegetated areas.

5.6 **Improvements in the General Easement.**

The General Easement may be used by an Applicant for address monuments, landscaping, grading, driveways, utilities, and snow storage provided the Applicant enters into the license agreement required by the HOC.

5.7 **Snow Storage.**

Snow storage areas are required for snow removal from the driveway, auto court, and parking areas. Snow storage must be adjacent to these paved areas.

5.8 **Driveways.**

5.8.1 Driveways shall be designed in a manner that evaluates potential impacts on neighboring Lots.

5.8.2 Maximum driveway grades shall not exceed 5% for the first 20' from the roadway and shall not exceed 10% grade at any given point per the Telluride Fire District and San



Miguel County requirements.

- 5.8.3 Driveway surfaces shall be 16’ wide which shall include 12’ of paving with 2’ shoulders on each side.
- 5.8.4 Approved driveway or parking surfaces shall include asphalt, concrete, concrete pavers, and turf blocks.
- 5.8.5 **Turn Out Lots (TOL).** TOLs shall have a driveway that meets the minimum requirements of the Telluride Fire District. Requirements: a 20’ minimum width extending for 35’ from the primary adjacent roadway which provides the primary access to the Lot.
- 5.8.6 **Paving.** If the Applicant receives a San Miguel County Certificate of Occupancy during the period from July 1st through September 1st then the Applicant shall complete the driveway paving on or before November 15th of the same year. If the Applicant receives a Temporary Certificate of Occupancy during the period from September 2nd through June 30th of any two (2) consecutive calendar years then the Applicant shall complete the driveway paving on or before the August 31 following the June 30.

5.9 Cuts on Community Roadways.

Any shoulder within 18” of asphalt which is cut and/or undermined from construction must be backfilled with screened gravel and compacted up to within 2” of finish grade. The top 2” of the trench must be filled with flow fill concrete, leaving 3” on top for asphalt or road base.

5.10 Parking.

A Limited Design Exception shall not be requested for parking requirements.

5.10.1 Each Lot shall have a minimum of two (2) fully enclosed parking spaces. A parking space shall be provided for each bedroom and each ADU unit. A Dwelling Unit requiring more than two (2) parking spaces may locate the additional spaces in an attached garage, Accessory Structure, or in an approved exterior location.

5.10.2 Parking spaces shall be a minimum of 9’ x 18’.

5.11 Storage.

Improvements shall include enclosed storage for recreational vehicles, sports equipment, maintenance equipment, and other such objects. These items shall not be stored outside. (*General Declaration 7.7*)

5.12 Trash Storage Area.

Trash enclosures shall be integrated into the Dwelling Unit or Accessory Structure. The trash receptacles shall be full enclosed to discourage access by wildlife. Enclosures shall be easily and safely accessible by the waste removal service during all seasons.

5.13 Address Monument.

A Limited Design Exception shall not be requested for these requirements. The Address Monument shall include:

5.13.1 A minimum vertical height of 5’



5.13.2 A minimum face width of 2'

5.13.3 A minimum number size of 5"

5.13.4 Numbers must be reflective and a minimum of 4' above grade

5.13.5 Illuminated address numbers shall comply with the Exterior Lighting regulations

5.14 Utilities.

5.13.1 All utility service lines shall be routed to minimize site disturbance.

5.13.2 All boxes must be enclosed.

5.13.3 Water lines shall be installed pursuant to the HOC Water Regulations.

5.13.4 Sewer lines shall be installed and inspected pursuant to the Town of Telluride regulations.

5.15 Dog Confinement.

The confinement area shall be a physically fenced area that shall not exceed 500 sf and be integrated into the design of the Dwelling Unit. The confinement area shall be adequate to contain the dog(s). The confinement area shall be located within the BSB on the opposite side of the structures from any Open Space, and shall be located immediately adjacent to the Dwelling Unit, surrounding an outside door.

5.16 Playground Equipment and Teepees.

All playground equipment and teepees shall be located in the BSB. These items shall be located to minimize visibility. Teepees and the trampoline safety nets must be taken down November 1st to April 30th.

5.18 Antennas and Satellite Dishes.

To the extent permitted by law, antennas or satellite dishes shall be located in the least visible location. (*General Declaration 7.34*)

5.19 Solar Energy Systems.

Systems shall be located in the BSB and shall be sited and designed to minimize visibility. (*General Declaration 7.34*)



SECTION 6 LANDSCAPING

Landscape Plan submission requirements shall be listed in the Sketch/Final Plan Checklist provided at the Planning Meeting.

6.1 Landscape Planning.

All planting shall be predominantly native and/or climatically appropriate. Landscaping materials shall be designed make efficient use of water. The Landscape Plan shall strive to enhance privacy, maintain optimal view corridors, and blend/compliment the natural landscape. Re-vegetation is difficult in this high-altitude environment thus there is an advantage in preserving native plant cover.

Using native trees, shrubs and wildflowers is encouraged.

Plant materials that are drought-tolerant are preferred.

Using large areas of sod is discouraged.

Using perennials is encouraged.

Extensive areas of exotic plantings are discouraged.

Invasive species shall not be permitted.

6.2 Minimum Tree Planting Requirements.

Deciduous trees shall be a minimum 2” caliper; evergreen trees 6’ in height, and shrubs five (5) gallon.

6.3 Topsoil.

Prior to excavation, topsoil shall be stripped and stored on the site. Topsoil shall be replaced in all areas requiring landscaping or revegetation. Topsoil shall be spread to a minimum depth of 4”.

6.4 Irrigation.

6.4.1 The outdoor water use allotment is 4,000 gallons per month.

6.4.2 **Irrigation Regulations.** The Aldasoro Ranch Water Rules and Regulations specify water usage criteria and service equipment.

6.4.3 **Water Usage Calculations.** The most current version of the Aldasoro Ranch Irrigation Water Use Study is the basis for determining the number of gallons of water needed per month for landscaping.

6.4.4 Rain catchment devices are permitted as per Colorado Law.

6.5 Revegetation.

6.5.1 Any damage from excavation and/or ground settling shall be repaired and reseeded.

6.5.2 Seed selection shall be the Aldasoro Ranch Grass Mix from Southwest Seed, Dolores, CO.

6.5.3 Newly seeded areas shall be protected with mulches. Acceptable mulches are wood



chips, straw, hydro mulch, and erosion-control netting. Erosion-control netting shall be required on slopes 2:1 or steeper.

6.6 Tree Protection and Removal.

6.6.1 Grading and excavation shall be conducted with extreme care to avoid damage to existing trees, shrubs, and their root structures.

6.6.2 All trees to be removed shall be field approved by the HOC .

6.6.3 Trees may be removed for Improvements, access, views, and safety (wildfire defensible space and hazard trees).

6.7 Temporary Fences.

Temporary fences that comply with the County Approvals may be allowed for the purpose of protecting natural new growth and/or newly planted vegetation. The following conditions shall be met:

6.7.1 Fencing of individual trees or small groupings at a maximum of 8' in diameter.

6.7.2 6' maximum fence height.

6.7.3 Material: non-galvanize metal 2" x 4" square mesh.

6.7.4 Fencing of decorative plant beds shall not be allowed.

6.7.5 Temporary fencing will be allowed for a maximum of four (4) years and shall be monitored by the HOC.



SECTION 7 THE DESIGN REVIEW PROCESS

Plan submission requirements shall be listed in the Sketch/Final Plan Checklist provided at the Planning Meeting. The yearly DRB Meeting Calendar shall provide the regularly scheduled DRB meeting dates, and the corresponding submission and noticing deadlines.

7.1 Application Process.

The Applicant shall follow this Application Process to make an Application for Improvements for Sketch Plan, Final Plan, and Certificate of Approval Major Amendment. A Certificate of Approval Minor Amendment shall not follow this process. See *Section 7.5 Certificate of Approval Minor Amendment*.

- 7.1.1 **Applicant.** The Applicant shall be the Owner of the Lot upon which Improvements are proposed, or a Contract Purchaser of such Lot. A Contract Purchaser shall not commence construction approved by the Certificate of Approval until after they have taken title to and possession of the Lot.
- 7.1.2 **Planning Meeting.** To begin the DRB review process the Applicant shall contact the HOC to schedule the Planning Meeting among the Applicant, the design team, and the HOC. At the Planning Meeting, the HOC will learn about the Concept Plan for the Improvements and orient the Applicant's team to the Design Regulations, review process, and submittal requirements. The Sketch/Final Plan Checklist will be provided at the Planning Meeting.
- 7.1.3 **Application Submittal.** The Applicant shall submit the Application to HOC, who shall circulate materials to the DRB members. No materials, information, documents, or communications shall be directed to the DRB, either by the Applicant or any other party. Within a reasonable time of receiving an Application, generally within ten (10) days, the HOC shall conduct an Application completeness review. If the HOC determines the Application to be deficient, Applicant shall be notified of the deficiencies and the Applicant shall revise its Application accordingly. When the Application is deemed complete the HOC shall direct the Applicant to mail Pending Application Notices, and the Application shall be agendaized for DRB review. The HOC shall conduct an Application compliance review and prepare recommendations for the DRB. The Applicant may be required to submit additional materials to bring the Application into compliance with the DRB Regulations and the Checklist requirements. Materials sent by an Applicant after an Application is deemed compliant might not be considered by the DRB due to time constraints.
- 7.1.4 **Sketch Plan.** Within one (1) year from the Planning Meeting date, and at least forty (40) days prior to the scheduled DRB meeting, the Applicant shall submit a Sketch Plan to the HOC. If the Planning Meeting expires, the Applicant shall attend another Planning Meeting. The HOC may extend the validity of the Planning Meeting beyond one (1) year. The Sketch Plan shall address the project design and shall include the required submittal materials (see *Sketch/Final Plan Checklist*). The DRB shall review, approve, approve with



conditions, or deny the Sketch Plan. Approval of the Sketch Plan shall be valid for one (1) year.

- 7.1.5 **Final Plan Submittal.** Within one (1) year from the Sketch Plan Approval or Sketch Plan Approval extension date, and at least forty (40) days prior to the scheduled DRB meeting, the Applicant shall submit for Final Plan Review. If the Final Plan is not submitted within one (1) year, the Applicant shall have to attend another Planning Meeting and submit another Sketch Plan for review. The HOC may, upon the Applicant's request, extend the validity of the Sketch Plan approval beyond one (1) year.

The Final Plan shall address the final project design, and shall include the required submittal materials (see Sketch/Final Plan Checklist). The final plan approval is confirmed by the Certificate of Approval, signed by the BOD President, DRB Chair, and Applicant.

- 7.1.6 **Permit Set Submittal.** Within ninety (90) days from the Certificate of Approval record date the Applicant shall submit for Staff Permit Set Approval. The HOC may extend the time beyond ninety (90) days upon request of the Applicant.

Once the HOC has approved and stamped the Permit Set the Applicant shall submit the approved Permit Set to San Miguel County. The Permit Set shall meet all the conditions of the Certificate of Approval.

7.2 **Other Required Submittals and Approvals.**

- 7.2.2 **San Miguel County Building Permit.** A copy shall be provided to the HOC.

- 7.2.3 **Construction Process Submittals and Approvals.** The following shall be completed during the construction process:

Foundation, Stem Walls & Pad Survey

HOC Framing Inspection

Tops of Parapets and Roof Structures Survey

Utility As-Builts Documentation

Improvements Location Certificate (ILC)

HOC Final Inspection

HOC Certificate of Compliance

San Miguel County Certificate of Occupancy

7.3 **Procedural Rules.**

- 7.3.1 The DRB shall act upon an Application only in the context of a duly noticed, public meeting open to all Owners and their appointed representatives, who shall have an opportunity to present testimony and evidence in support or opposition to the Application under review.

- 7.3.2 The failure by the DRB to act upon an Application in any particular time frame shall not allow the Applicant to claim a so-called default approval.



- 7.3.3 The DRB may make recommendations when, in its opinion, a design could benefit from a slight alteration or addition, even when the design is in full compliance with these Design Regulations. Such recommendations shall be differentiated from stipulated conditions that are required to comply with these Design Regulations. The Applicant may decide to adopt or ignore any stated DRB recommendations.
- 7.3.4 **Continuance of an Application.** An Application may be continued if requested by the Applicant or the DRB. A continuance shall be to a date/time certain meeting and shall not require an additional Pending Application Notice.
- 7.3.5 The DRB shall apply Roberts Rules of Order to supplement procedural rules that are not otherwise provided for in these Design Regulations.
- 7.3.6 The DRB Application review process shall adhere to the following steps. The DRB Chair may establish, impose, and regulate the time for each speaker in a uniform manner
 - The DRB calls and opens the review of the Application.
 - The Staff makes preliminary comments.
 - The DRB may pose questions to the Staff.
 - The Applicant presents the Application.
 - The DRB may pose questions to the Applicant.
 - The DRB Chair may recognize other interested parties to speak about the Application.
 - The DRB may pose questions to the interested parties.
 - The Applicant may respond to comments raised by interested parties.
 - The Staff may comment on issues raised during the hearing.
 - The DRB closes record, (no more testimony from Applicant or other parties)
 - The DRB may seek guidance/direction from the Staff.DRB shall make a motion for the Application which may be as follows: approve, approve with conditions, continue to a date/time certain meeting, or deny.

7.4 Noticing and Hearing Requirements.

The Noticing and Hearing Requirements shall apply to Sketch Plan, Final Plan, and Certificate of Approval Major Amendment. When the Application is deemed complete the HOC shall direct the Applicant to mail Pending Application Notices, and the Application shall be agendized for DRB review. The DRB shall review Applications at the day, time and location stated in the Pending Application Notice.

A Certificate of Approval Minor Amendment shall not follow this process. See *Section 7.5 Certificate of Approval Minor Amendment.*

7.4.1 Noticed Owners.

- A. The Applicant shall mail Notices to the following Owners for the following types of Applications:



- Sketch Plan Application: Noticed Owners
- Final Plan Application: Noticed Owners
- Building Site Enlargement: Adjacent Property Owners
- Building Site Relocation: Adjacent Property Owners
- Building Height Increase for a Height Restricted Lot: Adjacent Lot Owners
- Certificate of Approval Major Amendment: Noticed Owners
- Certificate of Approval Minor Amendment: no notice required

Any Owner who is not a Noticed Owner or an Adjacent Property Owner may send a written request to the HOC that they be provided a copy of any Pending Application Notice of a particular Application. This Owner shall only be noticed as a courtesy and shall not thereby become a Noticed Owner.

- 7.4.2 **Affidavit of Mailing of Notice (Affidavit).** The Affidavit documents shall be prepared by the HOC and completed/verified by the Applicant. The notarized Affidavit shall be returned to the HOC within three (3) days of mailing the Notices. The documents include:

Affidavit of Mailing of Notice. Requires notary signature.

Exhibit A: Map of Noticed Lots. The map shall be generated on the San Miguel County Mapping Website.

Exhibit B: Noticed Owner Mailing Addresses. The mailing addresses shall be obtained from the San Miguel County Assessor Website.

Pending Application Notice. A letter from the HOC stating the Applicant, type of Application, and the date, time, and location of the DRB review.

- 7.4.3 **Pending Application Notice (Notice).** The Notice shall be prepared by the HOC and all information shall be verified by the Applicant. The documents include:

Pending Application Notice

Map of Noticed Lots

- 7.4.4 The Notice shall be mailed not less than thirty (30) days before the Application's scheduled DRB review meeting. No exception to this deadline shall be allowed.
- 7.4.5 The Notices shall be sent to the mailing address of the Noticed Owners or Adjacent Property Owners via Certified USPS Mail, return receipt the HOC.
- 7.4.6 Within three (3) days of mailing, the Applicant shall provide the HOC with copies of the completed Certified Mail receipts.
- 7.4.7 The HOC shall post the Notice on the Website and shall send a courtesy email to the Noticed Owners.
- 7.4.8 Any Owner or their representative may provide written comments and/or material to the HOC at least seven (7) days prior to the scheduled DRB review meeting. The HOC



shall give written comments/material to the DRB. Materials received in less time might not be considered by the DRB due to time constraints. All written comments/material shall be posted on the Website.

7.5 Certificate of Approval Amendment.

7.5.1 If an Applicant seeks to modify any portion of a Certificate of Approval, a Certificate of Approval Amendment Application shall be submitted.

7.5.2 **Certificate of Approval Major Amendment** (Major Amendment) shall follow the Final Plan Review process.

7.5.3 **Certificate of Approval Minor Amendment** (Minor Amendment) shall follow the following process:

The Applicant shall communicate with HOC about the desired changes. The HOC shall determine if a Planning Meeting is required.

The Applicant shall submit material as directed by the HOC. Proposed changes shall be clearly marked/clouded on the Certificate of Approval.

When the HOC determines the Application is complete the HOC shall send the Application for DRB Chair Action.

If the DRB Chair approves the Application it will be agendaized for the full DRB to ratify the Chair’s action at the next available DRB meeting. The DRB may add conditions or require design changes as a part of its ratification. The Applicant may proceed with the changes after the DRB Chair approval.

If the Chair denies the Minor Amendment, the Application will be referred to the full DRB for review and action. The DRB may require the Application to be reviewed as a Major Plan Amendment, approve the Amendment, approve with conditions, or deny the Amendment.

7.6 Review of Request for a Building Height Increase for a Height Limitation Lot (BHI).

7.6.1 The Building Height Covenant provides as follows:

Nothing to the contrary withstanding contained in the Design Regulations for the Aldasoro Ranch, no improvements of any nature may be constructed on any Height Limitation Lot which exceeds an absolute height of 25’ above the natural and undisturbed grade of the corresponding point on the ground located directly below each point on the Improvement.

In extremely extraordinary circumstances that would impose a substantial hardship on the applicant, the DRB, in its sole discretion, may grant limited exception to this covenant; however, the DRB shall exercise its discretion cautiously.

Consistent with the Building Height Covenant, the DRB may consider an Applicant’s request to increase the Absolute Height Limit for a Dwelling Unit on a Height Limitation Lot. A BHI shall not be requested for an Accessory Structure.

7.6.2 DRB approval of a BHI shall be contingent on the Applicant developing only the



Improvements reflected in the BHI Concept Plan.

7.6.3 Construction shall commence within the time frame for implementing Improvements. If construction has not commenced within the time frame, the approval of the BHI shall become null and void.

7.6.4 **BHI Process.** The following procedural steps shall apply to a BHI Application:

- A. The Owner or Contract Purchaser shall schedule a Planning Meeting with the HOC to specifically address the BHI. The Owner or Contract Purchaser shall attend this meeting. The BHI Checklist shall be provided at the meeting explaining the submittal and Site Walk requirements.
- B. The HOC shall inform all Adjacent Property Owners (APO).
- C. The HOC shall host a BHI Site Walk and presentation by the Applicant to the APO. The Owner or Contract Purchaser shall attend this meeting.
- D. The APO shall submit the Accepted Request or Opposed Request Form to HOC within seven (7) days of the presentation.
- E. **Accepted Request.** If all APOs submit an Accepted Request the BHI the Application shall be agendized for DRB review and the DRB may grant the BHI. A Site Walk with Visual Aids may be required at the HOC's discretion.
- F. **Opposed Request.** If one or more APOs submits an Opposed Request, the Application will not be agendized for DRB review unless an arbitrator, following the Building Site Arbitration Rules and Procedures, issues an award determining that the requested BHI is necessary for the development of the Lot due to unanticipated and extraordinary conditions. (See 7.7.8 Building Site Arbitration Rules and Procedures for BSE/BSR/BHI.)
- G. **Building Height Covenant Amendment.** If the BHI is approved by the DRB, the HOC shall prepare a revised Building Height Covenant reflecting the BHI which shall be executed by the BOD and the Applicant and recorded with San Miguel County immediately after the San Miguel County Building Permit has been acquired.

7.6.5 DRB Review Criteria and Standards for BHI. The DRB shall consider the following when reviewing a BHI Application:

- A. Prior modifications and changes to the heights and BSBs on the subject Lot and Adjacent Lots.
- B. The resulting impacts of the BHI on increased visibility, noise, and similar influences. The DRB may require the Applicant to make modifications to the mass/scale/height or placement of the proposed Improvements, add berms/landscaping, and other factors to reduce impacts.
- C. The following conditions by themselves, shall not be considered unanticipated and extraordinary conditions such that a BHI is necessary
 1. Increased costs to develop the Lot; or



2. Site conditions that were known by the Owner requesting the BHI at the time the Owner acquired the Lot and/or would have been known by person exercising ordinary care, when acquiring the Lot.

7.7 Review of Request for a Building Site Enlargement (BSE) or a Building Site Relocation (BSR).

7.7.1 The Building Site Boundary Covenant provides as follows:

“The Community wishes to preserve and enhance the views, privacy, visual impact, and values on the Lots located in The Aldasoro Ranch and mitigate the impacts on wildlife by restricting the location of Improvements on each Lot.

Improvements, including but not limited to excavations, buildings, decks, patios, roof overhangs, play areas, swimming pools, tennis courts, and enclosed parking areas may not be located or constructed on the Lot outside of the corresponding Building Site Boundary.

The DRB, in its sole discretion, may grant a limited exception to this covenant allowing driveways, underground utilities, limited surface parking and landscaping outside of the Building Site Boundary. The DRB shall exercise its discretion cautiously in granting such limited exceptions.”

Consistent with the Building Site Boundary Covenant, the DRB may consider an Applicant’s request to either enlarge a Building Site Boundary (Building Site Enlargement / BSE) or relocate a Building Site (Building Site Relocation / BSR).

Given the foregoing covenant, and because the Community was designed in such a manner that driveways and utilities connect at a street, it is expressly permitted for a driveway and utilities to be constructed in part outside the Building Site Boundary (BSB) on a Lot. No Limited Design Exception, Building Site Relocation, or Building Site Enlargement shall be necessary or required for the sole purpose of accommodating a driveway or utilities connecting a structure to a street.

7.7.2 Any request for BSE/R regarding the following will require extra scrutiny: (A) a relocation which would encroach upon San Miguel County's 100' Wetland Buffer Zone as identified as Lots 15, 23, 28, 48, 50, 51, and 52 in Filing 1, Lots 85, 86, 91 and 99 in Filing 2, and Lot 45 in Filing 3; (B) Lots which have been, designated in the Aldasoro Ranch PUD Agreement in paragraphs 11.1.7 and 11.2 by the Colorado Department of Wildlife (CDOW), and which may encroach on wildlife habitat patterns, would require approval from CDOW and San Miguel County, those being Lots 30, 31, 35, 36 and 37 in Filing 1, Lots 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 161, 162, 163 and 164 in Filing 2 and Lots 108, 109, 110, 111, 112 and 113 in Filing 3.

- A. The designated BSB on a designated Border/Wildlife Habitat Lots may not be moved in a northerly direction without the approval the Colorado Division of Wildlife.(PUD Agreement 11.1.7.1)
- B. The designated BSB on a designated Wetlands Buffer Lots shall not be moved without the approval of San Miguel County.



- 7.7.3 DRB approval of a BSE/R shall be contingent on the Applicant developing only the Improvements reflected in the BSE/R Concept Plan.
- 7.7.4 Construction shall commence within the time frame for implementing Improvements. If construction has not commenced within the time frame, the approval of the BSR/E shall become null and void.
- 7.7.5 **Building Site Enlargement Area.** The BSE shall not increase the BSB by more than 5% of the area contained in a Lot's originally platted BSB.
 - A. Height Limitation Lots (75' BSB radius) may enlarge the BSB area by 884 sf.
 - B. Non-Height Limitation Lots (60' BSB radius) may enlarge the BSB area by 566 sf.
 - C. Cumulative BSEs may not exceed 5% of the originally platted Building Site Boundary area.
- 7.7.6 **BSE/R Process.** The following procedural steps shall apply to a BSE/R Application:
 - A. The Applicant shall schedule a Planning Meeting with the HOC to specifically address the BSE/R. The Owner or Contract Purchaser shall attend this meeting. The BSE/R Checklist shall be provided at the meeting explaining the submittal and Site Walk requirements.
 - B. The HOC shall inform all Adjacent Property Owners (APO).
 - C. The HOC shall host a BSE/R Site Walk presentation by the Applicant to the APO. The Owner or Contract Purchaser shall attend this meeting.
 - D. The APO shall submit the Accepted Request or Opposed Request Form to HOC within seven (7) days of the presentation.
 - E. **Accepted Request.** If all APOs submit an Accepted Request the BSE/R the Application shall be agendized for DRB review and the DRB shall act upon on the BSE/R.
 - F. **Opposed Request.** If one or more APOs submits an Opposed Request, the Application will not be agendized for DRB review unless an arbitrator, following the Building Site Arbitration Rules and Procedures, issues an award determining that the requested BSE/R is necessary for the development of the Lot due to unanticipated and extraordinary conditions. See 7.7.8 *Building Site Arbitration Rules and Procedures for BSE/BSR/BHI.*
 - G. **Building Site Boundary Covenant Amendment.** If the BSE/R is approved by the DRB, the HOC shall prepare a revised Building Site Boundary Covenant (Building Site Boundary Covenant Amendment) reflecting the BSE/R which shall be executed by the BOD and the Applicant and recorded with San Miguel County immediately after the San Miguel County Building Permit has been acquired.
- 7.7.7 DRB Review Criteria and Standards for BSE/R
 - A. A BSE/R Application on Wetland Buffer Lots or Border/Wildlife Habitat Lots will require extra scrutiny.



- B. The DRB shall consider the following when reviewing a BSR/E Application:
 - 1. The resulting impacts of the BSE/R on increased visibility, noise, and similar influences. The DRB may require the Applicant to make modifications to the mass/scale/height or placement of the proposed Improvements, add berms/landscaping, and other factors to reduce impacts.
 - 2. Prior modifications to BSBs and heights on the subject Lot and Adjacent Lots.
- C. The following conditions by themselves, shall not be considered unanticipated and extraordinary conditions such that a BSE/R is necessary;
 - 1. Increased costs to develop the Lot; or
 - 2. Site conditions that were known by the Owner requesting the BSE/R at the time the Owner acquired the Lot and/or would have been known by a person exercising ordinary care, when acquiring the Lot.

7.7.8 Building Site Arbitration Rules and Procedures for BSE/BSR/BHI

The HOC and each of the Owners acknowledge that disputes concerning requests for BSE/BSR/BHIs can be costly, time consuming, and disruptive to the Community. The Building Site Arbitration Process is designed to provide a fast, simple, efficient, and inexpensive process for Owners to resolve disputes over requests for BSE/BSR/BHIs.

These rules and procedures are subject to the Colorado Common Interest Ownership Act and shall govern the Building Site Arbitration Process as administered by Construction Dispute Resolution Services, LLC (CDRS). They shall take precedence over any other set of arbitration rules and procedures.

- A. **Initiation of Building Site Arbitration.** An Owner initiates the “Building Site Arbitration Process” by submitting a written Request for Building Site Arbitration to the HOC together with the filing fee and simultaneously providing notice, via certified mail return receipt requested, to all Adjacent Property Owners. The filing fee shall include the initial arbitration fee set by CDRS together with a sum of money that the DRB may, from time-to-time, determine is proper. An Owner initiating the Building Site Arbitration Process shall be called the “Claimant” for purposes of the Building Site Arbitration. The Adjacent Property Owner(s) who file a written Response within the period specified below opposing the BSE/BSR/BHI shall be called the “Respondent(s)” for purposes of these arbitration rules. The Claimant and the Respondent(s) shall be called the Parties.
- B. **DRB’s Written Assessment/Participation.** No later than fourteen (14) days after the DRB has received the Request for Building Site Arbitration from the Claimant, the DRB shall prepare a written assessment of the requested BSE/BSR/BHI. No later than seven (7) days after receiving the responses of the parties, the DRB shall transmit to CDRS the Request for Building Site Arbitration, the Responses, the DRB’s Written Assessment and the initial arbitration fee. At the request of



- either Party or the arbitrator, the DRB may participate in the Building Site Arbitration, including any site visit and the hearing, as an interested third-party and provide testimony and/or other evidence. The written assessment and evidence provided by the DRB shall not be binding on the arbitrator and shall be given whatever weight the arbitrator, in his/her sole discretion, deems appropriate.
- C. **Fees and Costs of the Building Site Arbitration.** The Claimant shall be solely responsible for all fees and costs charged by CDRS for the Building Site Arbitration. Should the arbitrator expend additional time in excess of the initial arbitration fees collected, the Claimant shall be responsible to pay those additional fees to CDRS prior to the issuance of the arbitration award. The Parties shall be responsible for their own attorney fees, expert fees as well as discovery, travel and other related costs incurred in connection with the Building Site Arbitration. Notwithstanding the forgoing, if the arbitrator determines that the Claimant or Respondent(s) have acted in bad faith in requesting or opposing a BSE/BSR/BHI, the arbitrator may, in his/her sole discretion, award reasonable fees and costs to the other Party(s).
- D. **Scope of the Building Site Arbitration.** The scope of the Building Site Arbitration process shall be limited to determining whether the requested BSE/BSR/BHI is required due to unanticipated extraordinary circumstances and determining bad faith and awarding fees and costs as set forth above. For the avoidance of doubt, except for fees and costs, the arbitrator shall not have the authority to award any Party to the Building Site Arbitration any damages of any kind whatsoever.
- E. **Selection of the Arbitrator.** A single arbitrator shall conduct the Building Site Arbitration and issue the Arbitration Award. As soon as practicable, the CDRS Senior Case Administrator shall assign the arbitrator to the matter. The CDRS Senior Case Administrator will consider the construction-related or legal expertise of the arbitrator required to handle the Building Site Arbitration, the location of the arbitrator and the fees of the arbitrator in selecting the arbitrator to handle the dispute. Neither the Claimants, the Respondents, nor the DRB or any of their representatives or attorneys shall participate in the selection of the arbitrator although CDRS will try to accommodate a specific request for an arbitrator if that arbitrator is mutually agreed to by the parties prior to the DRB filing the request for arbitration with CDRS.
- F. **Date and Location of Arbitration Hearing.** The Building Site Arbitration hearing shall be scheduled no later than thirty (30) days after CDRS has assigned the arbitrator to the matter, unless the arbitrator determines that additional time is required for good cause. The Building Site Arbitration hearing shall take place by conference call or video teleconference unless the Claimant, the Respondent[s] and the arbitrator mutually agree to hold the Building Site Arbitration hearing in person in Telluride.
- G. **Discovery.** Discovery for the Building Site Arbitration shall be limited to the



mutual exchange of documents among the Parties as follows: No later than fifteen (15) days before the hearing, the Claimant and the Respondents shall transmit electronically to each Party all documents that: 1) the Claimant or Respondent intends to use at the hearing; and/or 2) comprise reports or analysis of the building site conditions or the proposed BSE/BSR/BHI. No later than seven (7) days before the hearing, the Claimant and Respondents shall transmit electronically to CDRS any documents they may use at the hearing. No hard copies shall be submitted to CDRS. Unless the Claimant, the Respondents and the arbitrator agree, no interrogatories, requests for admissions, depositions, or third-party subpoenas shall be permitted for the Building Site Arbitration.

- H. **Responsibilities of the Arbitrator.** The arbitrator shall be responsible to conduct a Building Site Arbitration according to these Rules and Procedures and in accordance with the Colorado Common Interest Ownership Act C.R.S. § 38-33.3-101, et seq. (“CCIOA”) while utilizing the CDRS General Arbitration Rules and Procedures, only when necessary and not superseded by these Rules and Procedures. The arbitrator shall also have the responsibility to render an unreasoned arbitration award within fourteen (14) days after the closing of the Building Site Arbitration hearing. CDRS shall issue a “Certified Copy” of the Building Site Arbitration award according to the terms and conditions as specified in the CDRS General Arbitration Rules and Procedures. Notwithstanding the forgoing, the case administrator may withhold and/or delay the issuance of the Building Site Arbitration award if fees and costs due to CDRS are not or have not been paid when due.
- I. **Responsibilities of the Parties.** The Parties shall follow these Building Site Arbitration Rules and Procedures and all timetables as specified in these Rules and Procedures. Additionally, the Parties shall notify CDRS within seven (7) days of the initiation of the Building Site Arbitration process or receipt of notification of the Building Site Arbitration process if they have selected any individuals or firms to represent them or participate in the Building Site Arbitration process along with their contact information including their email address to allow the arbitrator to do a conflict check.
- J. **Building Site Visit.** The arbitrator may request a Building Site Visit, if he/she determines a visit is necessary to evaluate the BSE/BSR/BHI. The Claimant and the Respondents, upon mutual agreement, may also request a Building Site visit. Any Building Site visit shall be conducted prior to the hearing at a time agreeable to the arbitrator and both Parties. Both Parties and/or their representatives may be present at the time of the Building Site visit. The cost of the Building Site visit shall be paid by the Claimant.
- K. **Arbitration Communications.** All communications shall be via email. All information sent to the arbitrator prior to the Building Site Arbitration Hearing shall be sent to CDRS via email with a copy to all other parties to the arbitration. Only information shared with all parties may be presented to the arbitrator for his/her review and consideration. There can be no direct contact with the



arbitrator by any Party. All submissions, questions, or concerns shall be sent to the CDRS case administrator who shall forward the submissions or discuss those questions of concerns with the arbitrator.

- L. **Pre-Hearing Conference.** Upon request of one or more of the Parties, the CDRS case administrator will schedule a Pre-Hearing conference call or video teleconference to be held within seven (7) days of the appointment of the arbitrator to review and establish certain additional rules and procedures for the Building Site Arbitration process including but not limited to:
 - Scheduling the date for the Building Site Arbitration hearing;
 - Establishing whether the DRB shall participate in the Building Site Arbitration;
 - Establishing the rules and limitations on the presentation of evidence at the Building Site Arbitration hearing;
 - Establishing the number of witnesses and individuals who will testify during the Building Site Arbitration hearing;
 - Establishing the specifics of the opening and closing statements for the Building Site Arbitration hearing; and/or
 - Establishing other special rules and procedures necessary to conduct the Building Site Arbitration.

- M. **Correction or Modification of the Award.** After receiving a copy of the Building Site Arbitration award from CDRS, any Party to the Building Site Arbitration may request to the CDRS case administrator that a correction or modification to the award be made concerning typographical, computational, grammatical or any other similar correction that may be necessary to the award. A copy of that request shall also be sent to the other Party by certified mail. That request must be submitted to CDRS within seven (7) days after receiving a copy of the Building Site Arbitration Award from CDRS. The other Party will also have seven (7) days to respond to the request for the modification indicating their acceptance or objection to the correction or modification. No response from the other Party shall be considered an acceptance of the proposed correction or modification to the Building Site Arbitration Award. After the seven (7) day response period has expired, the arbitrator will be notified of the request and will respond to the CDRS case administrator within seven (7) days of receiving a copy of the request as to whether to allow the correction or modification. If there is a modification or correction to the original Building Site Arbitration Award, there will be a new Building Site Arbitration Award issued by CDRS.

- N. **Severability.** If any of these Building Site Arbitration Rules and Procedures are deemed to be contrary to applicable law or are declared to be void by any court or through any legal process, all other Building Site Arbitration Rules and Procedures shall remain in force and only that Building Site Arbitration Rule or Procedure that is contrary to applicable law or voided shall be severed from these Rules and Procedures.



- O. **Modifications and Changes.** The arbitrator may modify or change these Rules and Procedures only to the extent necessary to comply with mandatory provisions of Colorado law, including, in particular, CCIOA.
- P. **Confidentiality.** Arbitration is a private process. All information concerning the Building Site Arbitration shall be kept confidential by the Parties, their attorneys, the DRB or anyone else involved in the arbitration process including experts and witnesses.

7.8 Appeals to the BOD

A timely and properly filed appeal of an Appealable Decision shall be heard and decided by the BOD.

7.8.1 **Appealable Decisions and Parties Authorized to Commence an Appeal.** The right to appeal a DRB Final Action is strictly limited. Only the following parties are authorized to appeal and only of the following types of Final Actions may be appealed:

Appeals by a Notice Owner. A Noticed Owner may appeal the following type of Final Action in the following limited circumstance:

A Final Action approving a Limited Design Exception.

Appeals by the Applicant. The Applicant of any Application that was denied or approved by the DRB with conditions contested by the Applicant may be appealed to the BOD.

7.8.2 Commencement of an Appeal

Unless and until the DRB takes a Final Action, the actions of the DRB are not final, and the time for an appeal does not begin.

An Appellant authorized to bring an appeal of a Final Action shall file a written Notice of Intent to Appeal form with the HOC.

The Notice of Intent to Appeal must be received by the HOC within seven (7) calendar days of the Record Date of the Final Action. If the time for bringing an appeal falls on a weekend day, the filing deadline is extended to close of business the succeeding weekday that is not a federal holiday. The Notice of Intent to Appeal must be received by the HOC prior to the close of business (5 PM) on the last day by which an appeal may be taken.

Failure to timely submit a Notice of Intent to Appeal to the HOC shall eliminate a right of appeal by the party.

During such time that an appeal has been accepted by the HOC and through its final disposition, the HOC shall suspend further review and consideration of other Applications concerning the Lot that is the subject of the appeal.

All materials submitted in connection with an appeal shall only be sent to the HOC. The HOC shall circulate materials to the BOD and shall post the materials on the Website. Neither the Appellants nor other parties wishing to submit materials or information shall correspond directly with the BOD.



7.8.3 Scheduling an Appeal

- A. When an appeal is properly filed the HOC shall send written notice of such filing to the BOD and the Applicant.
- B. The BOD shall determine a day, time, and location for the appeal. The HOC shall post notice of the appeal, including the day, time, and location of the appeal, on the Website.
- C. Written notice of the appeal shall be sent to Noticed Owners for the Application which is being appealed.

7.8.4 Processing an Appeal

The appeal process shall follow the process stated in the *Third Amended and Restated Governance Policies and Procedures: Section 13 Mandatory Procedures, Final and Binding Arbitration 14, and Enforcement of Resolution 15.*

7.9 **Right of Review by the BOD.**

Consistent with the rights and authority present in the Declaration, including the provisions of Section 8.16 of the *Declaration (Assignment of Function)* and Section 8.4.2 (*Right of Review by the BOD*), the BOD shall have the right of a *sua sponte* review of all actions of the DRB (“BOD Call Up Review”).

- 7.9.1 The BOD may elect to exercise and undertake the BOD Call Up Review under the following circumstances: the action is requested by at least three (3) of the members of the BOD, and within ten (10) days of any Action on the Application by the DRB.
- 7.9.2 The review by the BOD shall be conducted as quickly as possible.
- 7.9.3 Upon exercising a BOD Call Up Review, all prior actions of the DRB on the Application shall be suspended and the BOD shall assume all jurisdiction over the Application. The BOD shall not be bound by the actions and decisions of the DRB and shall consider the Application and all materials submitted into the record and any new information presented to the BOD in connection with its review of the Application. The BOD may elect to approve the Application, deny the Application or remand it to the DRB directing the DRB to consider certain factors, conditions and circumstances and act on such direction. In reviewing an Application, the BOD shall follow and apply all procedural requirements and review standards for the Application as provided for in the Governing Documents.



SECTION 8 CONSTRUCTION REGULATIONS

8.1 Pre-Construction Meeting. Prior to commencing construction, the general contractor shall meet on-site with the HOC to review construction procedures and to coordinate construction activities.

8.2 Violations.

See *Governance Policy & Procedure: Section 10 Enforcement & Dispute Resolution.*

Hours of Construction.

7:00 AM to 6:00 PM Monday – Friday

9:00 AM to 5 PM Saturday

No construction on Sundays, Independence Day, Thanksgiving Day, Christmas Day, and New Year’s Day. Emergency work is excepted.

Blasting. All blasting shall require prior approval of the HOC.

Temporary Facilities. The HOC shall approve the placement of temporary facilities.

Construction Fencing. Construction fencing may be required at the discretion of the HOC.

Trash Containers. Each construction site shall have adequate and securely covered trash containers on-site during the entire construction period.

Sanitary Facilities. The general contractor shall be responsible for providing adequate sanitary facilities.

Parking. Construction crews shall not park on other Lots or Open Space. All vehicles and machinery are, to the extent possible, required to park within the Lot. When no space is available vehicles are allowed to park on the roadway shoulder after coordinating with the HOC.

Construction Access. Construction sites shall be accessed only via the approved driveway for the Lot unless otherwise approved by the HOC .

Dust and Mud on Roadways. The general contractor shall be responsible for controlling dust and removing mud that is tracked onto roadways.

Snow Removal During Construction. Plowing snow onto roadways is prohibited.

Signs. Temporary construction signs shall be limited to one (1) sign per Lot. The sign shall not exceed 17.5 sf overall, and shall be located within the project boundary, visible from an adjacent roadway or entry to the project. The sign shall be approved by the HOC and at a maximum may only contain project name, street address, project consultants, developer, lender, general contractor and “for information” accompanied by contact information. Construction signs may be installed only after the Pre-Construction Meeting has taken place and must be removed at the time the Improvements are substantially complete or at the HOC’s direction.

“For sale” or “for rent” signs are not permitted. Temporary “open house” signs may be placed



within the boundaries of a Lot for no more than eight (8) hours if approved in advance by the HOC .

Compliance with Applicable Law. Construction shall occur in accordance with all applicable laws, regulations, permits, and OSHA regulations.

Restoration or Repair of Other Property Damages. Damage and scarring to any property, Open Space, or other Lots due to construction operations shall not be permitted. Damage must be repaired and/or restored promptly at the expense of the Applicant.

Fire Prevention. Contractors are prohibited from burning any material. Flammable material and cigarettes shall be properly disposed. At least one (1) ten (10) pound ABC-rated dry chemical fire extinguisher shall always be present in a conspicuous place on the construction site.

HAZMAT Materials. All HAZMAT materials will be disposed of in a proper manner and in accordance with local, state, and federal guidelines regarding HAZMAT materials.

Firearms. Possessing any type of firearms by any contractor while within the Community is prohibited.

Animals. Contractors shall not bring animals into the Community.



APPENDIX A

Governing Documents

<u>Document Name</u>	<u>Recording Data</u>
General Declaration for Aldasoro Ranch	8/5/91 Bk 480 Pg 817
First Supplement to General Declaration	4/9/92 Bk 490 Pg 413
Second Supplement to General Declaration	5/15/92 Bk 492 Pg 149
First Amendment to General Declaration	5/15/92 Bk 492 Pg 152
Third Supplement to General Declaration	
Fourth Supplement to General Declaration	
Second Amendment to General Declaration	
Third Amendment to General Declaration	
Fourth Amendment to General Declaration	
Fifth Amendment to General Declaration	
Aldasoro Ranch Planned Unit Development (PUD)	
First Technical Amendment to PUD	
San Miguel County Commissioners Resolution 2010-7 Amendment	
Final Plat, Aldasoro Ranch Filing No. 1	
Final Plat, Aldasoro Ranch Filing No. 2	
Final Plat, Aldasoro Ranch Filing No. 3	
PUD Plat Amendment	



APPENDIX B

Listing of Height Limitation, Turn-Out, Border Lots, and Wetland Buffer Lots

Height Limitation Lots: In Filing 2, Lots 53, 54, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 91R, 92, 93, 94, 95, 101, 102, 126, 127, 128, 132, and 133); in Filing 3, Lots 8, 9, 10, 11 and 165). There are no Height Limitation Lots in Filing No. 1.

Turn Out Lots: Lots 2, 4, 6, 14, 16, 20, 23, 29, 30, 31, 36, 37, 38, 43, 46, 47, 49, 55, 62, 74, 75, 76, 78, 80, 93, 94, 95, 100, 118A, 124, 127, 139, and 147.

Border Lots: Lots 30, 31, 35, 36, 37, 108, 109, 110, 118A, 116B, 113, 114A, 116A, 116B, 118A, 119, 120, 121, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 161, 162, 163, and 164.

Wetland Buffer Lots: Lots 15, 23, 28, 45, 48, 50, 50, 52 , 85, 86, 91R, 99.



APPENDIX C (in development)